

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

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MITCHELL BONDER and DANIEL BONDER,

Plaintiffs,

Summons

-against-

Basis of Venue:
Plaintiff's Residence

OXFORD HEALTH INSURANCE, INC.;
UNITED HEALTHCARE SERVICES, INC.; and
A-FORDABLE BILLING SOLUTION, INC.,

Defendants.
-----X

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned to answer the attached Complaint in this action,
and to serve a copy of your Answer on the undersigned attorneys, at One Radisson
Plaza, 9 th Floor, New Rochelle, New York 10801, (914) 712-1100, within 30
days after service of this Summons and the attached Complaint. If you fail to
appear or answer, judgment will be taken against you by default for the relief
demanded herein.

Dated: New Rochelle, New York
April 24, 2015



Dan Schiavetta, Jr.
MURPHY HIGGINS & SCHIAVETTA PLLC
Attorneys for Plaintiffs
One Radisson Plaza, 9th Floor
New Rochelle, NY 10801
(914) 712-1100

TO: OXFORD HEALTH INSURANCE, INC.
Defendant
c/o Secretary of State
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
att: Customer Service Counter, 6th Floor
and:
48 Monroe Turnpike
Trumbull, CT 06611

UNITED HEALTHCARE SERVICES, INC.
Defendant
c/o Secretary of State
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
att: Customer Service Counter, 6th Floor
and:
9700 Health Care Lane
Minnetonka, MN 55343

A-FORDABLE BILLING SOLUTION, INC.
Defendant
c/o Secretary of State
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
att: Customer Service Counter, 6th Floor
and:
133 N. Altadena Drive, #401
Pasadena, CA 91107

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

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MITCHELL BONDER and DANIEL BONDER,

Complaint

Plaintiffs,

-against-

OXFORD HEALTH INSURANCE, INC.;
UNITED HEALTHCARE SERVICES, INC.; and
A-FORDABLE BILLING SOLUTION, INC.,

Defendants.

-----X

Plaintiffs, by their attorneys Murphy Higgins & Schiavetta PLLC, allege as follows:

Parties and Jurisdiction

1. Plaintiffs are residents of Nassau County, New York.
2. Defendant Oxford Health Insurance, Inc. ("Oxford") is a health insurer incorporated in the State of Connecticut with a main place of business in Trumbull, Connecticut.
3. Oxford issues insurance policies which are delivered to New York residents such as plaintiffs, and thereby has transacted the subject business in New York.
4. Defendant United Healthcare Services, Inc. ("United Healthcare") is incorporated in the State of Minnesota with a main place of business in Minnetonka, Minnesota.

5. United Healthcare has transacted business in New York by processing the claims made by New York residents such as plaintiffs under policies issued by Oxford.

6. Defendant A-Fordable Billing Solution, Inc. ("A-Fordable") is incorporated in the State of California with a main place of business in Pasadena, California.

7. A-Fordable entered into a contract with plaintiffs to provide services to plaintiffs in New York, and has therefore transacted business in New York.

Allegations

8. Defendants Oxford and United Healthcare issued a Freedom Plan Metro Access policy of insurance ("the Plan") to Thal & Bonder Consultants LLC, effective 6/1/13 - 5/31/14, under which plaintiffs were covered persons.

9. Pursuant to and in reliance on this plan, Daniel Bonder entered in-patient treatment at Pasadena Villa, a program of Renaissance Healthcare Group LLC, whose main office is at 119 Pasadena Place, Orlando, Florida.

10. In reliance on their contract with A-Fordable, plaintiffs allowed A-Fordable to process claims to Oxford and United Healthcare for this treatment.

11. The Plan afforded unlimited coverage for biological conditions relevant to Daniel Bonder's care.

12. Oxford and United Healthcare improperly denied coverage for much of Daniel Bonder's treatment.

13. A-Fordable improperly processed plaintiffs' claims, resulting in much treatment being paid for by plaintiffs when it should have been paid by Oxford and/or United Healthcare under the Plan.

14. Oxford and United Healthcare also improperly responded or failed to respond to plaintiffs' appeals of denials of coverage.

15. As a result of the above, plaintiffs have expended significant sums which are now claimed as damages.

16. No acts or omissions of plaintiffs contributed to the damages they have sustained.

First Cause of Action: Against Oxford and United Healthcare: Breach of Contract

17. Oxford and United Healthcare breached the contract of insurance by not covering, paying for, or reimbursing plaintiffs for much of Daniel Bonder's treatment.

18. Due to this breach, plaintiffs have sustained substantial monetary loss.

19. Plaintiffs are therefore entitled to damages for this loss, plus interest from the date of breach.

Second Cause of Action: Against A-Fordable for Breach of Contract

20. Pursuant to its contract with plaintiffs, A-Fordable was to diligently seek insurance coverage and/or reimbursement for the expenses of Daniel Bonder's treatment.

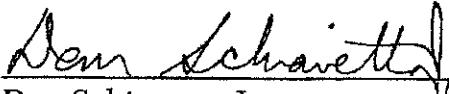
21. A-Fordable did not do so, thereby breaching its contract with plaintiffs.

22. Due to this breach, plaintiffs have sustained substantial monetary loss.

23. Plaintiffs are therefore entitled to damages for this loss, plus interest from the date of breach.

WHEREFORE, plaintiffs demand judgment on the above causes of action, together with costs, attorney's fees and disbursements, plus interest.

Dated: New Rochelle, New York
April 24, 2015



Dan Schiavetta, Jr.
Murphy Higgins & Schiavetta PLLC
Attorneys for Plaintiffs
One Radisson Plaza, 9th Floor
New Rochelle, NY 10801
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